

STAMP AS ON AGREEMENT

Bank of Baroda

Place: MOHANLALGANJ

MOHANLALGANJ, Branch

Date: 18/05/2022

Instrument of Hypothecation of Vehicle

An Agreement made at MOHANLALGANJ On _____ Between MR VISHWANATH PRATAP SINGH
&

(hereinafter called the "Borrower" which expression shall include his/her heirs, executors, administrators) of the ONE PART and BANK OF BARODA a Body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and carrying on business of banking, having its Head Office at Mandvi, Baroda, State of Gujarat and a Branch Office amongst other places at MOHANLALGANJ (hereinafter referred to as "the Bank" which expression shall include the successors and assigns) of the OTHER PART.

WHEREAS the Borrowers applied to the Bank for a loan of Rs. 12,00,000.00 for the purpose of enabling the Borrower to purchase therewith from the new/second hand (name of vehicle described in the Schedule 'A' hereunder written which the Bank agreed to do upon having repayment thereof secured on the terms and conditions hereinafter mentioned.

NOW IT IS HEREBY AGREED as follows :-

1. The Borrower agrees to open and maintain with the Bank, a Current or Savings Bank Account and keep the account in sufficient funds and hereby authorizes the Bank to debit the same with the amount of each installment of the loan as and when it falls due

2. The Borrowers shall repay the said loan of Rs. 12,00,000.00 by equal monthly/quarterly/half-yearly/yearly installments of Rs. 18,554.00 each the last of such installments being Rs 18,554.00. as set out in Schedule 'B' hereunder written, the first, of such instalments being payable on the _____ day of _____, and the subsequent instalments being payable on the _____ day of each succeeding month until entire loan is repaid in full.

3. The Borrower shall pay interest on the loan amount at the rate of 7.75 % p.a. (at present), which is sum of, RBI Repo Rate : 4.40 % (at present), Mark Up of : 2.50 % (at present), Strategic Premium 0.25 % (at present), Credit spread of 0.55% (at present) , and and Risk Premium of 0.05 % (at present). The Interest shall be payable at monthly rests. The Bank shall be entitled to reset the Interest rate (including any of its components mentioned above) on monthly basis.

4. The Borrower doth hereby hypothecate by way of first charge in favour of the Bank all that the said vehicle which is described in the Schedule 'A' hereunder written (hereinafter called "the hypothecated article" which expression shall include all fittings, tools, accessories, spares and parts whatsoever pertaining to the said vehicle and all replacements or additions made therein or thereto from time to time) as security for due repayment to the Bank of the said loan of Rs. 12 00 000 00 by the installments on the days and in the manner

costs being between Attorney and Client) incurred by the Bank for the protection, preservation, defence and perfection of this security and for attempted or actual realization thereof.

5. That the Borrowers shall not during the continuance of this agreement, sell, transfer, dispose of, pledge, hypothecate or otherwise charge or encumber, lend or in any manner part with the possession of or deal with the hypothecated articles nor shall the borrower do or permit to be done any act whereby the security given to the Bank hereunder shall be in any way prejudicially affected or whereby any distress or attachment or execution may be levied thereon by any creditor or other person.

6. So long as any money remains due in respect of the said loan, the Borrower shall not use or suffer the same to be used contrary to law and shall not use or allow to be used the said vehicle for any reliability trial or racing competition, without the permission of the Bank.

7. The Borrower undertakes at all time to keep the hypothecated article and all parts thereof and all equipment therein in thorough working order and in good repair and condition and to make no major alterations therein without the previous consent of the Bank and to keep the hypothecated article duly and regularly serviced. Provided always that the Borrower shall not have or be deemed to have any authority to create a lien upon the same in respect of such repairs.

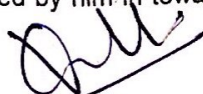
8. The Borrower shall notify the Bank at once of any change in his own address and the address of the Premises to which the hypothecated article may be moved subject nevertheless to the provisions of Clause 6 above.

9. The Borrower hereby empowers the Bank and any person or persons from time to time authorised by the Bank in that behalf and without previous notice to the Borrower to enter any premises whatsoever for the purpose of inspection of the hypothecated article or taking possession thereof pursuant to the power herein contained.

10. The Borrower shall whenever required by the Bank allow the Bank or its authorised agent to inspect and/or value the hypothecated article. All costs, charges and expenses incurred by the Bank of and incidental to such inspection and valuation shall be paid to Bank forthwith on demand (the Bank's statement being conclusive) and until payment the same shall with interest at the rate of 2%p.a. be a charge upon the hypothecated article. Any such valuation shall be conclusive and binding on the Borrower.

11. The Borrower shall pay all rents, taxes, rates and out goings in respect of the premises in which the hypothecated article is or may be garaged and also all taxes, license duties, fees, registration and other charges payable in respect of the hypothecated article either to the Government or to the Municipality or to any local/or public body or authority. In default the Bank may (but shall not be bound to) pay the same without prejudice to any of its rights hereunder.

12. The Borrower shall at his own expense keep the hypothecated article insured against all such risks as may be required by law and also against all such further and other risks as the Bank shall from time to time require for the full amount required by the Bank in one or more insurance office/s approved by the Bank in the joint names of the Borrower and the Bank and shall pay the premiums payable in respect thereof at least one week before the same shall have become due or payable and shall deliver to the Bank the policies of insurance (duly assigned to the Bank if so required by it) and shall keep on foot and maintain such insurances throughout the continuance of the security and deliver to the Bank the renewal receipts. The Borrower shall forthwith notify the Bank of any loss of or damage to the hypothecated article or any parts or accessories by theft, fire, collision, accident or any other cause and shall on the happening of any such event lodge the necessary claim with the Insurance Company within the prescribed time and shall also take steps to have the hypothecated article put in thorough working order and in good repair and condition as soon as possible. All moneys receivable by Borrower under the Insurance Policy shall be applied by him in towards repayment of the amount for the time being due hereunder to the Bank.



13. If default is made by the Borrower in payment of any rents, rates, taxes, duties, fees, charges and out goings or any premium or any costs, charges and expenses of keeping the hypothecated article its parts and accessories in good repair and condition and in thorough working order or for any other purpose or any other sum of money payable by the Borrower hereunder the Bank may (but shall not be bound to) pay the same without prejudice to its rights hereunder and all such sums of money shall be repaid by the Borrower forthwith on demand by the Bank and shall until repayment with interest at the rate aforesaid be a charge on the hypothecated article.

14. Notwithstanding anything herein contained the whole advance or the entire balance thereof outstanding at the time become forthwith due and payable by the Borrower to the Bank and the Bank will be entitled to enforce its security hereunder upon the happening of any of the following events, namely :

- a) any installment of the said loan being unpaid upon the respective due date for payment thereof;
- b) the Borrower committing any breach or default in the performance or observance of any term or condition contained in these presents;
- c) any execution or distress or other process being enforced or levied upon or against the whole or any part of the Borrower's account with the Bank on the hypothecated article or any other property of the Borrower;
- d) the Borrower being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors or entering into any arrangement or composition with his creditors or committing any act of insolvency;
- e) if the Borrower shall without the consent in writing of the Bank create or attempt or purport to create any mortgage, pledge, hypothecation or lien or incumbrance on the hypothecated article;
- f) If any event or circumstances shall occur which shall in the opinion of the Bank be prejudicial or endanger or be likely to endanger its security hereunder.

15. If the Borrower makes any default in payment of any installment of the said loan on the respective due dates for payment thereof as mentioned above for one week after the same shall have become due whether demanded or not or if any event or circumstances shall occur which shall in the opinion of the Bank be prejudicial to or endanger or be likely to endanger this security or if any event or circumstances mentioned in Clause 14 above happens or occurs the Bank if it thinks fit shall be entitled at the risk and expense of the Borrower without any notice at any time or times after such default or event or circumstance occurs or happens to enter (and for that purpose to do any necessary act, deed or thing) any place where the hypothecated article may be and to inspect, value, insure and take charge or possession of the hypothecated article. And to seize, recover, receive, appoint receivers of or remove and/or sell by public auction or private contract or otherwise dispose of or deal with the hypothecated article And to enforce realise settle compromise and deal with any rights aforesaid without being bound to exercise any of these powers or being liable for any losses in the exercise thereof and without prejudice to the Bank's rights and remedies of suit or otherwise and notwithstanding there may be any pending suit or other proceeding. The Borrower hereby also agrees to accept the Bank's accounts of sales and realisation and to pay any shortfall or deficiency thereby shown; And if the net sum realised by such sale shall be insufficient to pay the amount secured, the Bank shall be at liberty to apply any other money or moneys in the hands of the Bank standing to the credit or belonging to the Borrower in or towards the payment of the balance. And in the event of there being still deficiency, the Borrower shall forthwith pay such deficiency Provided that nothing herein contained shall in any manner prejudice or affect the Bank's remedy against the person of the Borrower.

16. In the event of there being a surplus available out of the net proceeds of such sale after payment in full of the balance due to the Bank it shall be lawful for the Bank to apply the said surplus together with any other money or moneys belonging to the Borrower for the time being in the hands of the Bank in or under whatever accounts as far as the same shall extend in or towards payment or liquidation of any and all other moneys which



the Bank by way of loans or overdraft or any other demands legal or equitable which the Bank may have against the Borrowers or which the law of setoff or mutual credit would in any case admit and whether the Borrower shall become or be adjudicated bankrupt or insolvent or otherwise and interest thereon from the date on which any and all advance or advances in respect thereof shall have been made at the rate or respective rates at which the same shall have been so advanced.

17. The Borrower hereby declares and guarantees that the hypothecated article is and shall remain the absolute and unencumbered property of the Borrower with full power of disposition there over.

18. The Borrower shall furnish and certify all statements and information from time to time and as required by the Bank and give and execute any necessary documents required to give effect to this security.

19. The Borrower agree to accept as conclusive proof of the correctness of any sum claimed to be due from him to the Bank under this Agreement a statement of account made out from the books of the Bank and signed by the Accountant and/or other duly authorised officer of the Bank without the production of any other voucher, document or paper.

20. The Bank shall not in any way be liable or responsible for any damage or depreciation which the hypothecated article or any part thereof, may suffer or sustain on any account whatsoever while the same shall at any time come into possession of the Bank.

21. Nothing herein shall operate to prejudice the Bank's rights or remedies in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Borrower to the Bank.

22. Any notice by way of request or otherwise hereunder may be given by the Bank to the Borrower personally or may be left at the then or last known place of service of residence of the Borrower (as the case may be) or may be sent by post to the Borrower as aforesaid and if sent by post such notice shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted, and a certificate signed by the Bank's Local Manager or Agent that the envelope was so posted shall be conclusive.

Dated at On

Schedule 'A'

(Description of Vehicles):

Schedule 'B'

(Repayment Schedule):

Repayable in 84 equal Equated Monthly Installment installments EMI Rs. 18,554.00


Commencing From :



(Borrower's signature)

Address : 586 KHA 085 CHHUARA KHED , AURANGABAD ASHIYANA ,
LUCKNOW , LUCKN 226002 ,
AURANGABAD ,
Lucknow ,
Lucknow , LUCKNOW
UTTAR PRADESH - INDIA . 226002

Signed and delivered by the above named.

A handwritten signature in black ink, consisting of stylized cursive letters, positioned above a horizontal line.

ऋणकर्ता को मंजूरी पत्र

संदर्भ - Retail-00001303015-LMS स्थान - MOHANLALGANJ
दिनांक- 18-05-2022


प्रति,
MR. VISHWANATH PRATAP SINGH
586 KHA 085 CHHUARA KHED , AURANGABAD
ASHIYANA ,
LUCKNOW , LUCKN 226002 ,
AURANGABAD ,
LUCKNOW ,
LUCKNOW , LUCKNOW
UTTAR PRADESH - INDIA . 226002

प्रिय महोदय/ महोदया,

विषय : बड़ौदा ऑटो ऋण - Baroda Car Loan के लिए आपका रु. 12,00,000.00/- का अनुरोध.

आपके आवेदन पत्र दिनांक 18-05-2022 के संदर्भ में हम सहर्ष सूचित करते हैं कि निम्न नियम व शर्तों के अधीन आपको उपरोक्त ऋण सुविधा प्रदान की गई है

उत्पाद का नाम	: बड़ौदा ऑटो ऋण
ऋण का उद्देश्य	: चौपहिया वाहन
विशेष योजना का नाम	: Baroda Car Loan
सुविधा	: Term Loan
कुल लागत	: 14,08,366.00/-
अनुरोध की गई सीमा	: रु. 12,00,000.00/-
स्वीकार्य सीमा	: रु. 12,00,000.00/-
बीमा प्रीमियम राशि	: NA
वास्तविक मार्जिन	: 14.79 %
	उपलब्ध ब्याज दर 7.75% वार्षिक है, जो कि अग्रलिखित का योग है भारि. बैंक रेपो दर : 4.40 % (वर्तमान में) , मार्क अप : 2.50 % (वर्तमान में) , रणनीतिक प्रीमियम 0.25 % (at present), क्रेडिट स्प्रेड : 0.55% (वर्तमान में) , and Risk Premium of 0.05 % (at present), ब्याज का भुगतान मासिक अंतराल पर किया जाएगा. बैंक को मासिक आ धार पर ब्याज दर (उपरोक्त में से किसी भी संघटक को शामिल करते हुए) पुनर्निर्धारित करने का अधिकार होगा.
कुल अवधि	: 84 महीने
ऋण स्थगन	: 0
समान मासिक किस्तों में चुकता किया जाना है	: 84 महीनों से Equated Monthly Installment भुगतान



प्रोसेसिंग शुल्क	:रु. 1,770.00/-
अपफ्रंट शुल्क	:रु. 0.00 /-
विचलन शुल्क	:रु. 0.00 /-
संवितरण :	:
जोखिम रेटिंग	
आंतरिक रेटिंग स्कोर :	: 49
आंतरिक रेटिंग ग्रेड :	: CL1
सिबिल ब्यूरो स्कोर :	
आवेदक का सिबिल ब्यूरो स्कोर	:745
औसत सिबिल स्कोर	:745

प्रदत्त प्रतिभूतियों का विवरण :

प्राथमिक:

Hypothecation of vehicle SKODA AUTO VOLKSWAGEN GROUP Slavia valued at Rs. 14,08,366.00 /-

कोलेटरल: NA

प्रतिभूति दस्तावेज:

1. एलडीओसी 2 व्यक्तियों के लिए डीपी नोट
2. एलडीओसी 20 वाहन दृष्टिबंधन लिखत
3. एलडीओसी 57 तत्काल अदायगी शर्त युक्त किस्त पत्र
4. एलडीओसी 72 विक्रेता को सीधे भुगतान करने संबंधी प्राधिकार पत्र
5. मंजूरी पत्र
6. स्वागत पत्र
7. घोषणा सह वचन पत्र
8. एलडीओसी 1 सत्यापन ज्ञापन
9. कोरा टीटीओ प्रपत्र 31
10. ऋण मूल्यांकन नोट अंतिम

नियम व शर्तें : :



LETTER OF SANCTION TO THE BORROWER

Ref: ADV/ Retail-00001303015-LMS

Place: MOHANLALGANJ
Date: 18-05-2022

To,
MR. VISHWANATH PRATAP SINGH
586 KHA 085 CHHUARA KHED , AURANGABAD
ASHIYANA ,
LUCKNOW , LUCKN 226002 ,
AURANGABAD ,
LUCKNOW ,
LUCKNOW , LUCKNOW
UTTAR PRADESH - INDIA . 226002

Dear Sir / Madam,

RE: Your request for Baroda Auto Loan - Baroda Car Loan of Rs. 12,00,000.00/-

With reference to your application dated 18-05-2022, we are pleased to inform you that we have sanctioned you the above credit facility, on the terms and conditions as under:

TERMS AND CONDITIONS:

NAME OF PRODUCT	:Baroda Auto Loan
PURPOSE OF LOAN	:@VEHICLES FOUR WHEELER
NAME OF THE SPECIFIC SCHEME	:Baroda Car Loan
FACILITY	:Term Loan
TOTAL COST	: 14,08,366.00/-
LIMIT REQUESTED	:Rs. 12,00,000.00/-
PERMISSIBLE LIMIT	:Rs. 12,00,000.00/-
Insurance Company :	NA
Insurance Scheme:	NA
INSURANCE PREMIUM AMOUNT:	NA
INSURANCE PREMIUM AMOUNT	:NA
ACTUAL MARGIN :	<u>14.79 %</u>
RATE OF INTEREST	Applicable Rate of Interest is 7.75% , per annum , which is a sum of RBI Repo Rate : 4.40 % (at present), Mark Up of : 2.50 % (at present), Strategic Premium 0.25 % (at present), Credit spread of 0.55% (at present) , and Risk Premium of 0.05 % (at present), The Interest shall be payable at monthly rests. The Bank shall be entitled to reset the Interest rate (including any of its components mentioned above) on monthly basis.
TOTAL PERIOD	: <u>84</u> months
MORATORIUM	:0
REPAYMENT	:84 months by Equated Monthly Installment Payment



COMMENCING FROM : 10/07/2022
Installment Commencement Date(DD : 10-07-2022
/MM/YYYY)
PROCESSING CHARGES : Rs. 1,770.00/-
UPFRONT CHARGES :Rs. 0.00 /-
DEVIATION CHARGES :Rs. 0.00 /-
DISBURSEMENT :
RISK RATING
INTERNAL RATING SCORE : 49
INTERNAL RATING GRADE : CL1
CIBIL BUREAU SCORES:
CIBIL BUREAU SCORE OF :745
APPLICANT
AVERAGE CIBIL SCORE :745

Details of Securities offered:

Primary:

Hypothecation of vehicle SKODA AUTO VOLKSWAGEN GROUP Slavia valued at Rs. 14,08,366.00/-

Collateral : NA

SECURITY DOCUMENTS:

1. Blank TTO form31
2. Blank_TTO_form_29
3. Credit Appraisal Note Final
4. Declaration_Cum_Undertaking
5. LDOC 1 Attestation Memo
6. LDOC 2 DP Note for Individuals
7. LDOC 20 Instrument of Hypothecation of vehicle
8. LDOC 57 Letter of instalment with acceleration clause
9. LDOC 72 Letter of authority to make payment directly to the dealers
10. Sanction Letter
11. Welcome Letter

Terms & Conditions :

यह सुविधा आपको वार्षिक समीक्षा के अधीन 84 माह की अवधि के लिये प्रदान की गई है. बैंक के पास यह अधिकार सुरक्षित होगा कि वह इस सुविधा को वापस ले ले अथवा अपने नियम व शर्तों में कभी भी परिवर्तन कर सके. बैंक को यह भी अधिकार होगा कि किसी नियम व शर्तों का अनुपालन न करने या उल्लंघन करने, कोई सूचना/विवरण के गलत पाये जाने अथवा ऐसे स्थिति के उभरने जिसमें बैंक की राय में ऋण/ सुविधा को जारी रखना बैंक के हितों के विरुद्ध होगा, बैंक द्वारा बिना कोई कारण बताए सुविधा/ऋण को बंद करने का अधिकार होगा.

The facility is granted to you for a period of 84 months, subject to annual renewal, the Bank reserves the right to recall the facility or alter the terms and conditions at any time, during the currency of the facility. Bank also reserves the right to discontinue the facility/advance and to with-hold/stop any disbursement, without giving any notice in case of non-compliance/breach of any of the terms and conditions stipulated

development or situations wherein in the opinion of the Bank, its interest will be/ is likely to be prejudicially affected by such continuation or disbursements.

यदि आपको उपर्युक्त नियम व शर्तें स्वीकार्य हैं तो कृपया इस पत्र पर इस आशय के अपने हस्ताक्षर के बाद इसे हमें वापस कर दें कि आपको इस स्वीकृति के सभी नियम व शर्तें स्वीकार्य हैं।

If the above terms and conditions are acceptable to you, kindly arrange to return a copy of this letter duly signed, for having found acceptable/accepted the terms and conditions of sanction

भवदीय

Yours faithfully,

शाखा प्रबंधक
Branch Manager

स्वीकार किया गया
Accepted



(MR. VISHWANATH PRATAP SINGH)
ऋणकर्ता /Borrower

स्थान Place
दिनांक Date

Mohanlalganj
18/05/2022